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SUPERIOR COURT  
OF GUAM

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By: \_\_\_\_\_

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Attorneys for Plaintiff

6 IN THE SUPERIOR COURT OF GUAM

7  
8 HIROTO NARISAWA,

Plaintiff,

9  
10 vs.

11 SLING STONE, LLC. dba THE GREEN  
12 LIZZARD, PETER W. WALLS, ALOHA  
13 DEVELOPMENT CORPORATION, JOHN  
14 DOE CONSTRUCTION CONTRACTOR,  
15 JOHN DOE INSURANCE COMPANY I,  
16 JOHN DOE INSURANCE COMPANY II  
and JOHN DOE INSURANCE COMPANY  
17 III,

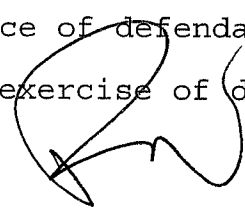
Defendants.

CIVIL CASE NO. CV 0895-19

COMPLAINT AND DEMAND  
FOR JURY TRIAL

17 INTRODUCTION

18 1. This is an action for damages brought by plaintiff for  
19 injuries he sustained as a result of an accident inside the  
20 swimming pool at The Green Lizzard Bar and Grill Restaurant caused  
21 by the gross negligence of defendant Sling Stone, LLC. and/or Peter  
22 W. Walls, in the construction, operation and maintenance of its  
23 business premises; the gross negligence of John Doe Construction  
24 Contractor in constructing a swimming pool within the premises of  
25 The Green Lizzard without any proper building permits in violation  
26 10 G.C.A. §29101, et. seq.; and the gross negligence of defendant  
27 Aloha Development Corporation knowingly or in the exercise of due  
28



1 diligence should have known that the swimming pool that was  
2 constructed and maintained within its premises violated the  
3 provisions of 10 G.C.A. §29101, et. seq. and other law,  
4 administrative rules and regulations of Guam.

5  
6 **JURISDICTION**

7 2. This Court has jurisdiction over this matter pursuant to 48  
8 U.S.C. §1424, as amended, and 7 GCA §3105.

9  
10 **PARTIES**

11 3. Plaintiff Hiroto Narisawa is an adult individual and is a  
12 resident and citizen of Japan.

13  
14 4. On information and belief, defendant Sling Stone, LLC. is a  
15 limited liability Guam corporation duly licensed to do business on  
16 Guam and is doing business as The Green Lizzard (hereinafter "Green  
17 Lizzard").

18  
19 5. Peter W. Walls is an adult individual and a resident of Guam.  
20 At all relevant times, and on information and belief, defendant  
21 Peter W. Walls owns ninety nine percent (99%) of Sling Stone, LLC.  
22 and is the alter ego of said entity.

23  
24 6. On information and belief, defendant Aloha Development  
25 Corporation is a Guam corporation duly licensed to do business on  
26 Guam (hereinafter "ADC").

1 7. Defendant John Doe Construction Contractor (hereinafter "Doe  
2 Contractor") is a duly license Contractor on Guam.

3  
4 8. Defendant John Doe Insurance I (hereinafter "Doe Insurance I")  
5 is an insurance company licensed to do business on Guam.

6  
7 9. Defendant John Doe Insurance II (hereinafter "Doe Insurance  
8 II") is an insurance company licensed to do business on Guam.

9  
10 10. Defendant John Doe Insurance III (hereinafter "Doe Insurance  
11 III") is an insurance company licensed to do business on Guam.

12  
13 **FACTS**

14 11. On information and belief, at all relevant times herein,  
15 defendants Peter W. Walls and Sling Stone, LLC. had a unity of  
16 interest and Sling Stone, LLC. was owned, managed and controlled by  
17 Peter Walls as its alter ego.

18  
19 12. On information and belief, at all relevant times herein,  
20 defendant Sling Stone, LLC. had a ground lease from defendant ADC  
21 on the premises more specifically described as Lot 5076-3-4-R1 in  
22 Tumon, Guam.

23  
24 13. On information and belief, at all relevant times herein,  
25 defendant Sling Stone, LLC. owned, operated and maintained a  
26 restaurant and bar known as The Green Lizzard on the premises more  
27 specifically described as Lot 5076-3-4-R1 in Tumon, Guam.

1 14. On information and belief, at all relevant times herein, the  
2 defendant Peter W. Walls, through his corporate alter ego,  
3 knowingly designed, constructed, operated and maintained an  
4 unpermitted swimming pool within the premises more specifically  
5 described as Lot 5076-3-4-R1 in Tumon, Guam in violation of 10  
6 G.C.A. §§29101, et. seq. and other laws, administrative rules and  
7 regulations of Guam.

8  
9 15. On information and belief, at all relevant times herein, the  
10 defendant Peter W. Walls, through his corporate alter ego,  
11 contracted with Doe Contractor to construct a swimming pool within  
12 the premises more specifically described as Lot 5076-3-4-R1 in  
13 Tumon, Guam without applying for and obtaining the necessary  
14 building permits in violation of 10 G.C.A. §§29101, et. seq. and  
15 other laws of Guam.

16  
17 16. On information and belief, at all relevant times herein, Doe  
18 Contractor knowingly constructed a swimming pool within the  
19 premises more specifically described as Lot 5076-3-4-R1 in Tumon,  
20 Guam without applying for and obtaining the necessary building  
21 permits in violation of 10 G.C.A. §§29101, et. seq. and other laws  
22 of Guam.

23  
24 17. On information and belief, at all relevant times herein,  
25 Defendant ADC, in the exercise of its ordinary duty of care as a  
26 landowner and lessor, knew or should have known, that a swimming  
27 pool was being constructed within the premises more specifically  
28

1 described as Lot 5076-3-4-R1 in Tumon, Guam without proper  
2 government permits in violation of 10 G.C.A. §§29101, et. seq. and  
3 other laws of Guam.

4  
5 18. On information and belief, at all relevant times herein,  
6 defendant ADC, as the landowner and lessor of the premises more  
7 specifically described as Lot 5076-3-4-R1 in Tumon, Guam, had a  
8 duty to exercise reasonable care in the management of its property.

9  
10 19. On information and belief, at all relevant times herein,  
11 defendant ADC, as the landowner and lessor of the premises more  
12 specifically described as Lot 5076-3-4-R1 in Tumon, Guam, failed in  
13 its duty to exercise reasonable care in the management of its  
14 property by not knowing, or in the exercise of due diligence should  
15 have known that the swimming pool that was constructed in its  
16 premises were built without the proper government permits in  
17 compliance with 10 G.C.A. §§29901, et. seq. and other laws of Guam.

18  
19 20. On information and belief, at all relevant times herein,  
20 defendant ADC, as the landowner and lessor of the premises more  
21 specifically described as Lot 5076-3-4-R1 in Tumon, Guam, failed in  
22 its duty to exercise reasonable care in the management of its  
23 property by not knowing or in the exercise of due diligence should  
24 have known that the swimming pool constructed on its premises was  
25 being maintained and operated in accordance with the provisions of  
26 26 G.A.R. §4601, et. seq. and other laws of Guam.

1 21. On or about April 18, 2019, plaintiff Hiroto Narisawa was at  
2 Green Lizzard as an invitee or patron. While at the Green Lizzard,  
3 plaintiff Hiroto was served and drank alcoholic beverages.

4  
5 22. On or about April 18, 2019, plaintiff Hiroto Narisawa was at  
6 Green Lizzard with friends and co-workers by the swimming pool  
7 within its premises. At that time, after having consume alcoholic  
8 beverages, plaintiff Hiroto Narisawa dove into the swimming pool  
9 head first and suffered a spinal cord injury.

10  
11 23. Defendants Peter W. Walls and Sling Stone, LLC. had a duty to  
12 exercise due care in the design, construction, operation and  
13 maintenance of the swimming pool and its premises so as not to  
14 expose its patrons to an unreasonable risk of harm. At the time  
15 and place set forth above, defendants Peter W. Walls and Sling  
16 Stone, LLC. breached this duty in the following ways:

- 17 a. Defendants designed, constructed, maintained and operated  
18 an unpermitted pool in its premises in violation of Guam  
19 laws;
- 20 b. Defendants designed and constructed a swimming pool in  
21 its premises which was unreasonably dangerous for all  
22 potential users;
- 23 c. Defendants did not properly and/or adequately instruct  
24 its patrons on the proper and safe use of the swimming  
25 pool;
- 26 d. Defendants did not provide adequate warning signs  
27 pertaining to the proper use of the swimming pool;

- 1 e. Defendants did not provide adequate warning signs  
2 pertaining to the risks involved in using the swimming  
3 pool;
- 4 f. Defendants permitted and, in fact, served food and  
5 alcoholic drinks within the immediate area surrounding  
6 the pool in violation of Guam law;
- 7 g. Defendants did not provide a fence between the swimming  
8 pool and the invitees and patrons in violation of Guam  
9 law;
- 10 h. Defendants knew or in the exercise of reasonable care  
11 should have known that its invitees and patrons who were  
12 served alcoholic drinks could access the swimming pool  
13 which was not fenced off;
- 14 i. Defendants knew or in the exercise of reasonable care  
15 should have known that some of its patrons were tourists  
16 and possibly did not speak, read or write in English;
- 17 j. Defendant did not take adequate measures to supervise and  
18 monitor its patrons, whether they were inebriated or not.

19  
20 24. Defendants Peter W. Walls and/or Sling Stone, LLC. knew, or in  
21 the exercise of reasonable care should have known, of the  
22 conditions described above.

23  
24 25. On information and belief, and at all relevant times herein,  
25 Sling Stone, LLC. is merely a corporate instrumentality of Peter W.  
26 Walls who exercised complete dominion and control over the  
27 corporation in that: (1) there was no adherence to corporate  
28

1 formalities, such as, making important corporate or LLC decisions  
2 without recording them in minutes of a meeting; (2) there was  
3 inadequate capitalization for the Sling Stone, LLC to operate; (3)  
4 there was a commingling of assets; (4) Peter W. Walls was in  
5 complete control of the Sling Stone, LLC.; and (5) Sling Stone,  
6 LLC. funds were used for his personal benefit.

7  
8 26. As a direct and proximate result of the negligence of  
9 defendants Peter W. Walls and/or Sling Stone, LLC. as described  
10 above, at the time and place set forth above plaintiff Hiroto  
11 Narisawa dove into the swimming pool head first and suffered a  
12 spinal cord injury.

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14  
15 **FIRST CLAIM - PERSONAL INJURY OF HIROTO NARISAWA**

16 27. Plaintiff repeats and realleges each and every allegation of  
17 paragraphs 1 through 26 of the Complaint herein.

18  
19 28. As a direct and proximate result of the negligence of  
20 defendants Sling Stone, LLC., Peter W. Walls, Doe Contractor and  
21 Aloha Development Corporation, individually and/or jointly,  
22 plaintiff Hiroto Narisawa suffered damages for his injuries  
23 including, but not limited to, spinal cord injury, necessitating  
24 spinal decompression surgery, which has caused and will continue to  
25 cause severe pain and suffering, mental anxiety, inconvenience,  
26 permanent physical impairment and loss of enjoyment of life.

1 29. As a further direct and proximate result of the negligence of  
2 defendants Sling Stone, LLC., Peter W. Walls, Doe Contractor and  
3 Aloha Development Corporation, individually and/or jointly,  
4 plaintiff Hiroto Narisawa has incurred and will continue to incur  
5 medical and incidental expenses in an amount to be proven at trial.  
6

7 30. As a further direct and proximate result of the negligence of  
8 defendants Sling Stone, LLC., Peter W. Walls, Doe Contractor and  
9 Aloha Development Corporation, individually and/or jointly,  
10 plaintiff Hiroto Narisawa has suffered and will continue to suffer  
11 replacement services loss.  
12

13 31. As a further direct and proximate result of the negligence of  
14 defendants Sling Stone, LLC., Peter W. Walls, Doe Contractor and  
15 Aloha Development Corporation, individually and/or jointly,  
16 plaintiff Hiroto Narisawa has permanently lost his capacity to earn  
17 income in an amount to be proven at trial.  
18

19 **SECOND CLAIM - DEFENDANT DOE INSURANCE COMPANY I**

20 32. Plaintiff repeat and reallege each and every allegation of  
21 paragraphs 1 through 26 and 28 through 31 of the Complaint herein.  
22

23 33. At all relevant times herein, defendant Sling Stone, LLC. was  
24 insured by a liability insurance policy issued by defendant Doe  
25 Insurance I covering liability for claims such as those set forth  
26 above. Said insurance policy was in full force and effect at all  
27 relevant times herein.  
28

1 34. Pursuant to the coverage contained in said insurance policy,  
2 and pursuant to 22 GCA §18305, plaintiff is entitled to maintain a  
3 direct action against defendant Doe Insurance I upon the terms and  
4 limits of the policy and, accordingly, plaintiff is entitled to  
5 recover against Doe Insurance I in an amount equal to any judgment  
6 recovered against defendant Sling Stone, LLC. up to applicable  
7 policy limits.

8  
9  
10 **THIRD CLAIM - DEFENDANT DOE INSURANCE COMPANY II**

11 35. Plaintiff repeats and realleges each and every allegation of  
12 paragraphs 1 through 26, 28 through 31 and 33 through 34 of the  
13 Complaint herein.

14  
15 36. At all relevant times herein, defendant Doe Contractor was  
16 insured by a liability insurance policy issued by defendant Doe  
17 Insurance II covering liability for claims such as those set forth  
18 above. Said insurance policy was in full force and effect at all  
19 relevant times herein.

20  
21 37. Pursuant to the coverage contained in said insurance policy,  
22 and pursuant to 22 GCA §18305, plaintiff is entitled to maintain a  
23 direct action against defendant Doe Insurance II upon the terms and  
24 limits of the policy and, accordingly, plaintiff is entitled to  
25 recover against Doe Insurance II in an amount equal to any judgment  
26 recovered against defendant Doe Contractor up to applicable policy  
27 limits.

1                   **FOURTH CLAIM - DEFENDANT DOE INSURANCE COMPANY III**

2 38. Plaintiff repeats and realleges each and every allegation of  
3 paragraphs 1 through 26, 28 through 31, 33 through 34 and 36  
4 through 37 of the Complaint herein.

5  
6 39. At all relevant times herein, defendant ADC was insured by a  
7 liability insurance policy issued by defendant Doe Insurance III  
8 covering liability for claims such as those set forth above. Said  
9 insurance policy was in full force and effect at all relevant times  
10 herein.

11  
12 40. Pursuant to the coverage contained in said insurance policy,  
13 and pursuant to 22 GCA §18305, plaintiff is entitled to maintain a  
14 direct action against defendant Doe Insurance III upon the terms  
15 and limits of the policy and, accordingly, plaintiff is entitled  
16 to recover against Doe Insurance III in an amount equal to any  
17 judgment recovered against defendant ADC up to applicable policy  
18 limits.

19  
20 **WHEREFORE,** plaintiff prays for relief as follows:

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22         1.     General damages of \$50,000,000.00 for the personal injury  
23 of plaintiff Hiroto Narisawa;

24  
25         2.     Damages for past, present and future medical care of  
26 plaintiff Hiroto Narisawa in an amount to be proven at trial;

1 3. For lost income capacity of plaintiff Hiroto Narisawa in  
2 an amount to be proven at trial;

3  
4 4. For replacement services loss of plaintiff Hiroto  
5 Narisawa in an amount to be proven at trial;

6  
7 5. Costs of suit; and

8  
9 6. Such other relief as the Court may deem just and proper.  
10

11 LAW OFFICE OF ROBERT L. KEOGH  
12 Attorneys for Plaintiff

13  
14 DATE: 7/26/19

15 BY: 

16 ROBERT L. KEOGH

17  
18 JURY DEMAND

19 Plaintiff hereby demands trial by a jury of six (6) on all  
20 issues so triable.  
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